IN THE HIGH COURT OF JUDICATURE OF BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.1187 OF 2005
IN
EXECUTION APPLICATION NO.186 OF 2002
IN
SUM.SUIT NO.742 OF 1997

Mafatlal Finance Co.Ltd. ..Plaintiffs.

V/s.

Express Industrial Services P.Ltd...Defendants.

Mr.Kezer Kharawala for plaintiffs.

Mr.Yogendra Kanchan for defendants.

CORAM: A.M.KHANWILKAR,J

DATE : OCTOBER 5, 2005.

P.C. :

1. Not on board. Upon mentioning, taken on board.

2. Counsel for the parties state that parties have arrived at amicable settlement. Consent terms have been reduced into writing. The same are duly signed by the parties and their respective advocates. The same is taken on record. As per the Consent Terms, the last payment will be made by the defendants on 30th October, 2005. It is agreed that attachment in respect of properties except property bearing No.141C situated at Mittal Tower, C-wing,

Nariman Point, Mumbai-21 be raised.

3. Accordingly, chamber summons made absolute in terms of prayer clause (a) and (b).

4. By consent, Execution application No.186 of 2002 be placed under caption "settlement" on 14th November, 2005.